

ALLEN HARBOR COMPLEX

Description:

Allen Harbor Complex is a lot running on the northwesterly side of Bruce Boyer Street, approximately Eighteen Hundred Seventy (1870') feet along said street, bordering on the westerly side by Allen Harbor. It consists of approximately 8.8 acres and is located in the Town of North Kingstown and is known as Lot 2 on Assessor's Plat 194.

TITLE REPORT:

The attached sketch taken from the North Kingstown Tax Assessor's Plat 194 shows this property located on the westerly side of Allen Harbor Road and Bruce Boyer Street. The property consists on its westerly side of approximately Sixteen Hundred Fifty (1650') feet of shoreline which follows an irregular course, bounded by Allen Harbor. On the easterly side it borders Allen Harbor Road for Six Hundred Fifty (650') feet and then continues on, bordering Bruce Boyer Street, One Thousand Twenty (1020') feet.

At a regular meeting of the Town Council of the Town of North Kingstown, held on March 13, 2000, a copy of which is attached, the Town Council nominates and affirms as rights-of-way for designation as public rights-of-way to the tidal waters of Rhode Island, the "Allen Harbor Complex".

By letter dated December 4, 2001, a copy of which is attached, the Director of Public Works for the Town of North Kingstown indicates that this area is a Town owned facility and the Town assumes maintenance responsibility through the Town Leisure Services Department. This letter goes on to state that it insures public access year-round and the proper maintenance of the infrastructure.

The letter goes on to state that the Town has completed maintenance and improvements on this project.

Additionally, in the Town records in the Town Clerk's Office, a deed transferring title to said property from the United States of America to the Town of North Kingstown is recorded in Book 352, Page 145 and is dated November 25, 1980.

Based on the above recited facts, the undersigned believes that the site does constitute a public right-of-way to the shore of Allen Harbor.

Dated: _____, 2002

ALAN J. GOLDMAN, ESQUIRE
101 DYER STREET, STE. 301
PROVIDENCE, RI 02903
274-1300



Town of North Kingstown

Rhode Island

No. 21

TOWN COUNCIL

David R. Burnham
Council President
Patricia Beauchamp
Council Member
Kenneth C. D'Ambrosio
Council Member
Dale M. Grogan
Council Member
Robin Porter
Council Member

March 13, 2000




At the Regular Meeting of the Town Council of the Town of North Kingstown held on
March 13, 2000, it was

VOTED: That the Town Council hereby nominates the following three (3) rights-of-way (ROW) to the Coastal Resources Management Council for designation as public rights-of-way to the tidal waters of Rhode Island:

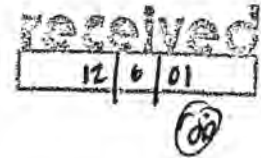
HMC
CRMC

1. Allen Harbor Complex
2. Wilson Park
3. Town Wharf


Kelly E. Bourgeois
Deputy Town Clerk

TOWN OF
NORTH KINGSTOWN, RHODE ISLAND

80 BOSTON NECK ROAD
NORTH KINGSTOWN, R.I. 02852-5762
PHONE: (401) 294-3331
FAX: (401) 885-7373



TO: Rebecca Pellerin, Principal Planner
FROM: Phil Bergeron, Director of Public Works *PB*
RE: Rights of Way Designation
DATE: December 4, 2001

The following will respond to your request for information on the maintenance of certain right-of-ways, located in North Kingstown. The three areas in question include the Wilson Park Boat Launch, the Town Wharf and the Allen Harbor Boat Launch. This information is based on established department policies and discussions with Public Works maintenance personnel.

The three described locations are all considered to be Town-owned facilities. As such, the Town assumes a certain maintenance responsibility that is based on seasonal needs, available personnel and approved budgets. The Public Works Department is responsible for the Wilson Park and Town Wharf facilities, while the Allen Harbor Boat Launch is maintained by the Town's Leisure Services Department. The level of service on all three insures year-round public access and proper infrastructure maintenance. However, it should be noted that during winter storm operations, the maintenance of these facilities are not prioritized above road and other infrastructure needs. In addition, over the past few years the Town has completed maintenance and improvement projects on all three facilities.



Allen
Harbor

TOWN OF NORTH KINGSTOWN

Plat No. 194

ASSESSORS' INDEX

Lot No. 2

Owner	Book	Date
United States of America	67/737	10/16/39
N. K., Town of	352/145	11/25/80

QUITCLAIM DEED

The UNITED STATES OF AMERICA, hereinafter referred to as Grantor, acting by and through the ^{DEPUTY} Regional Director, Northeast Region, Heritage Conservation and Recreation Service, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, pursuant to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 91-485 (84 Stat. 1084), and regulations and orders promulgated thereunder, for and in consideration of the use and maintenance of the property herein conveyed exclusively for public park or public recreation purposes in perpetuity by the Town of North Kingstown, Rhode Island, hereinafter referred to as Grantee, does hereby remise, release and quitclaim to Grantee, its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all right, title and interest of the Grantor in and to the following described property situated in the Town of North Kingstown, the County of Washington, and the State of Rhode Island:

That certain lot or parcel of land together with the buildings and improvements thereon, located in the Town of North Kingstown and shown on that plan entitled "Town Engineer's Map Showing Land of the Town of North Kingstown on Spink Neck at Allen Harbor, Scale 1" = 80'" prepared by Syl Pauley Jr., P.E., recorded in Deed Bk. 348 Page 243 of the Land Evidence Records of the Town of North Kingstown, Rhode Island, being more particularly bounded and described as follows:

Beginning at a drill hole at the water's edge on the southerly shoreline of the Allen Harbor also being the northeasterly corner of land now or formerly of the U.S. Government; thence running southwesterly a distance four hundred ninety-seven and thirty-four one hundredths (497.34) feet to a stone marker; thence turning an interior angle of 191°-25'-32" and running southwesterly one hundred eight and seventy-three one hundredths (108.73) feet to a stone marker; thence continuing along the same course twenty-two and fifty-two one hundredths (22.52) feet to a stone marker at the northwesterly corner of the herein described parcel at the northeasterly corner of the intersection of Davisville Road and Spink Neck Road, the last three courses being bounded northwesterly by said Government lands; thence turning an interior angle of 76°-02'-40" and running southeasterly eighty-three and seventy-four one hundredths (83.74) feet bounded southwesterly by said Davisville Road to a stone marker; thence turning an interior angle of 92°-31'-50" and running northeasterly one hundred twenty-two and eighty-one one hundredths (122.81) feet to a stone marker; thence turning an

SEE PLAT 1204

interior angle of $179^{\circ}-55'-45''$ and running northeasterly five hundred four and forty-nine one hundredths (504.49) feet to a stone marker; thence turning an interior angle of $191^{\circ}-13'-35''$ and running northeasterly five hundred sixty-two and ninety-five one hundredths (562.95) feet to a stone marker; thence turning an interior angle of $179^{\circ}-45'-40''$ and running northeasterly four hundred thirty-six and sixty-one one hundredths (436.61) feet to a stone marker; thence turning an interior angle of $159^{\circ}-54'-20''$ and running northeasterly one hundred eighty-two and eighty-three one hundredths (182.83) feet to a stone marker; thence turning an interior angle of 90° and running northwesterly ten (10) feet to a stone marker, thence turning an interior angle of 270° and running northeasterly one hundred ten (110) feet to a stone marker; thence turning an interior angle of 270° and running southeasterly ten (10) feet to a stone marker; thence turning an interior angle of 90° and running northeasterly two hundred ninety and three one hundredths (290.03) feet to a stone marker; thence continuing along the same course fifty (50) feet more or less to the mean high water line of Narragansett Bay, the last ten courses being bounded by U.S. Government lands; thence running northwesterly along said Narragansett Bay one hundred (100) feet more or less to other lands now or formerly of the U.S. Government; thence turning inland and running southerly fifty (50) feet more or less to a stone marker; thence turning an interior angle of $242^{\circ}-58'-40''$ and running southwesterly seventeen and ninety-six one hundredths (17.96) feet to a stone marker; thence turning an interior angle of $207^{\circ}-14'-20''$ and running northwesterly one hundred forty-eight and forty-one one hundredths (148.41) feet to a stone marker; thence turning an interior angle of $145^{\circ}-07'-00''$ and running southwesterly one hundred four and eight-five one hundredths (104.85) feet to a steel bulkhead at the water's edge on the easterly shoreline of Allen Harbor, the last four courses being bounded by U.S. Government lands; thence running southwesterly, southerly, southeasterly and southerly one thousand seven hundred sixty (1760) feet more or less bounded northwesterly, westerly, southwesterly and westerly along said Allen Harbor to the point and place of beginning. The above described parcel contains fourteen and seventy-six one hundredths (14.76) acres.

The above-described Parcel is subject to and the Grantor herein reserves for itself, its successors and assigns, a perpetual right appurtenant to the Premises, to pass and repass with all manner of vehicles over and across Spinks Neck Road to provide ingress and egress to the Premises to the Grantor and its assigns.

The property herein conveyed contains 14.76 acres of land more or less and was formerly a part of the Davisville Naval Construction Battalion Center, Allen Harbor, North Kingstown, Rhode Island under the administrative jurisdiction of the United States Navy, an agency of the United States Government.

TOGETHER WITH the appurtenances and improvements thereon, and all the estate and rights of the Grantor in and to said premises.

SUBJECT TO any and all outstanding reservations, easements and rights-of-way, recorded and unrecorded, for public roads, railroads, pipe-lines, drainage ditches, sewer mains and lines, and public utilities affecting the property herein conveyed, including but not limited to the following:

1. An agreement entitled the Quonset-Davisville Access and Services Agreement by and between the United States of America and the Rhode Island Port Authority and Economic Development Corporation. Said Agreement was executed September 11, 1980 and recorded September 12, 1980 in Deed Bk. 349 Pg. 289 of the Land Evidence Records of the Town of North Kingstown, Rhode Island.

2. A perpetual easement appurtenant to the portions of the former Davisville Construction Battalion Center conveyed to the Rhode Island Port Authority and Economic Development Corporation or the State of Rhode Island by the United States of America (the "Port Authority Property") by deed dated September 11, 1980 and recorded September 12, 1980 in Deed Bk. 348 Pg. 243 of the Land Evidence Records of the Town of North Kingstown, Rhode Island, to operate, maintain, repair and replace all pipes, poles, conduits, wires, cables, ducts, fixtures, buildings, or other improvements, together with any equipment appurtenant to any of the foregoing, presently existing and located on the Quonset Point Naval Air Station Golf Course property, which are or may be reasonably necessary or desirable to provide, convey or transmit utility services to the Port Authority property. For purposes hereof, utility services shall include, without limitation, water, gas, electricity, steam (both process and heating), telephone, street lighting, fire alarm, sewage collection and treatment, and storm drainage.

TO HAVE AND TO HOLD the above premises, subject to the easements, reservations, exceptions, restrictions, conditions, and covenants herein enumerated and set forth, unto the Grantee, its successors and assigns, forever.

There are excepted from this conveyance and reserved to the Grantor all oil, gas, and other minerals in, under, and upon the lands herein conveyed, together with the right to enter upon the land for the purpose of mining and removing the same.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for conveyance to Grantee.

It is understood and agreed by and between the Grantor and Grantee, and Grantee by acceptance of this deed does acknowledge that it fully understands the terms and conditions set forth herein and does further covenant and agree for itself, and its successors and assigns, forever, as follows:

1. The property shall be used and maintained exclusively for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in Grantee's application submitted by Grantee on February 18, 1980 with a Resolution under separate cover letter dated January 3, 1980.

which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

2. The Grantee shall, within six months of the date of this deed, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreational area and has been acquired from the Federal Government for use by the general public.

3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If, at any time, the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. The Grantee further covenants and agrees for itself, its

successors and assigns, to comply with the requirements of Public Law 90-480 (82 Stat. 718), the Architectural Barriers Act of 1968, as amended by Public Law 91-205 of 1970 (84 Stat. 49) and regulations and orders promulgated thereunder, to assure that development of facilities on the property makes such facilities accessible to the physically handicapped; and, further assure in accordance with Public Law 93-112, the Rehabilitation Act of 1973 (87 Stat. 394) that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

7. The Grantee further covenants and agrees to comply with the 1977 Amendments to the Federal Water Pollution Control Act (Clean Water Act of 1977), Executive Order 11988 (May 24, 1977) for Floodplain Management and Executive Order 11990 (May 24, 1977) for Protection of Wetlands where said Amendments and Orders are applicable to the property herein conveyed. In particular, Grantee agrees that the property herein conveyed shall be subject to any use restrictions issued under said Amendments and Orders.

8. As part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors and assigns, that: (1) the program for or in connection with which this deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will: (a) obtain from each other person (any legal

entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other persons shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior or his successor; and that this covenant shall run with the land hereby conveyed, and shall, in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

9. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option which, in addition to all other remedies for such breach, shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect:

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this 12 day of November, 1980.

UNITED STATES OF AMERICA

By Anthony M. Calivie
Regional Director
Northeast Region
Heritage Conservation and Recreation Service
Room 9310, Federal Building
600 Arch Street
Philadelphia, Pennsylvania 19106

State of Pennsylvania)
County of Philadelphia) ss

On this 12th day of November, 1980, before me, the subscriber, personally appeared Anthony M. Calivie, to me known and known to me to be the Regional Director, Northeast Region, Heritage Conservation and Recreation Service, of the United States Department of the Interior, a governmental agency of the United States of America, with offices at the Federal Building, Room 9310, 600 Arch Street, Philadelphia, Pennsylvania, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Carol Ann Kropp
NOTARY PUBLIC

My Commission expires:
CAROL ANN KROPP
Notary Public, Phila. Phila. Co.
My Commission Expires Oct 14, 1981

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.



TOWN OF NORTH KINGSTOWN, RHODE ISLAND
By Marguerite Schubert
Title Town Council President

STATE OF RHODE ISLAND)
) ss
COUNTY OF WASHINGTON)

On this 19th day of November, 1980, before me
Quinn S. Chubbitt, the undersigned officer, personally
appeared Margaret Mudgett, of the Town of North Kingstown,
Rhode Island, known to me to be the person described in the foregoing
Instrument, and acknowledged that she executed the same in the capacity
therein stated and for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Quinn S. Chubbitt
Town Clerk



RECEIVED FOR RECORD LAND EVIDENCE DEPT.
TOWN CLERK OF THE
TOWN OF NORTH KINGSTOWN
NOV 23 1980
11-25 1980
2:36 P.M.
BOOK 352 PAGE 145
Quinn S. Chubbitt
Town Clerk

Allen Harbor - Plat 194, Lot 2

✓ Plat 194, Lot 3
Town of North Kingstown
80 Boston Neck Road
North Kingstown, RI 02852

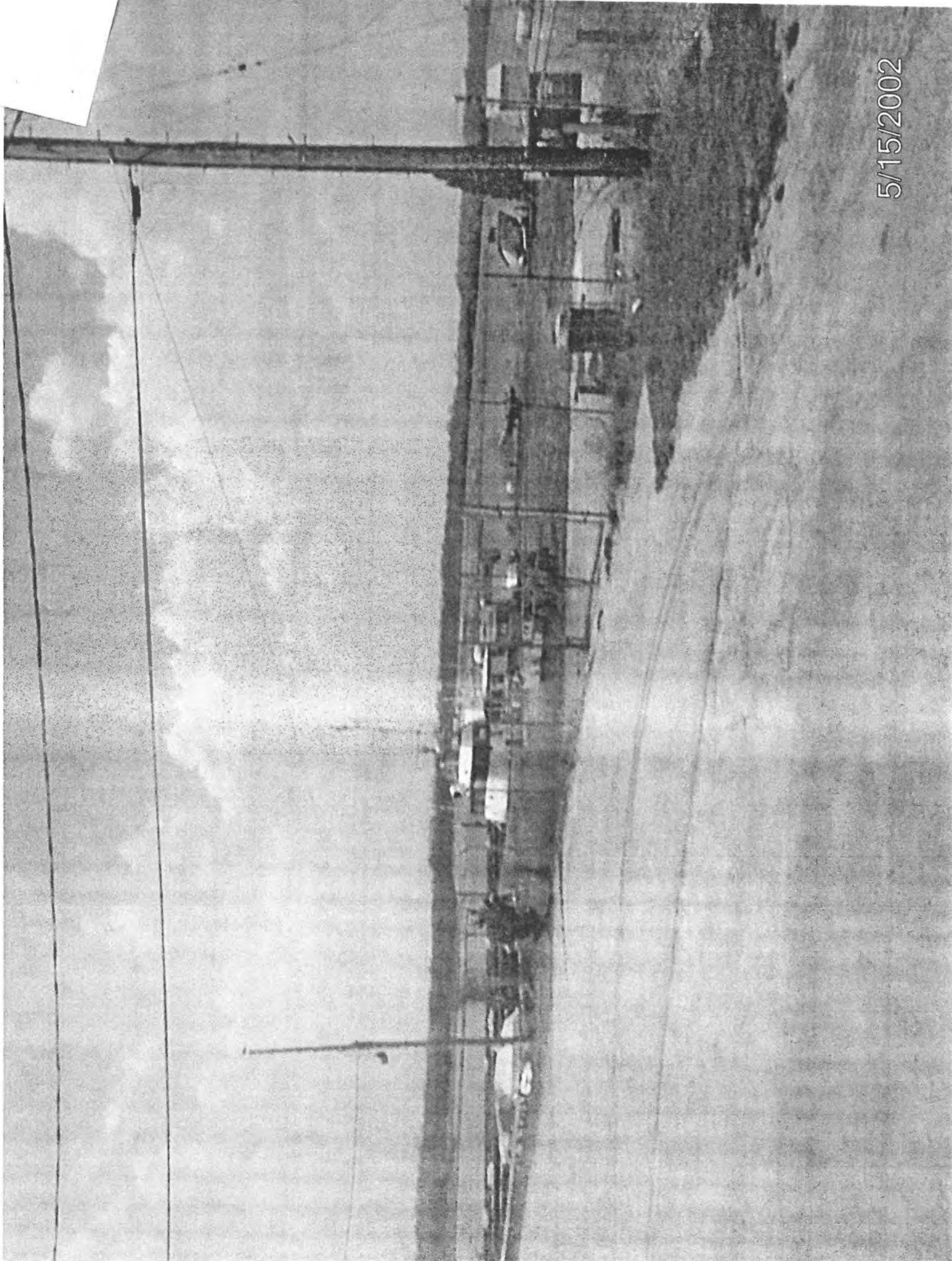
Plat 194, Lot 4
Town of North Kingstown
80 Boston Neck Road
North Kingstown, RI 02852

✓ Plat 194, Lot 1
United States of America
c/o Rhode Island Economic
Development Corporation
1330 Davisville Road
North Kingstown, RI 02852

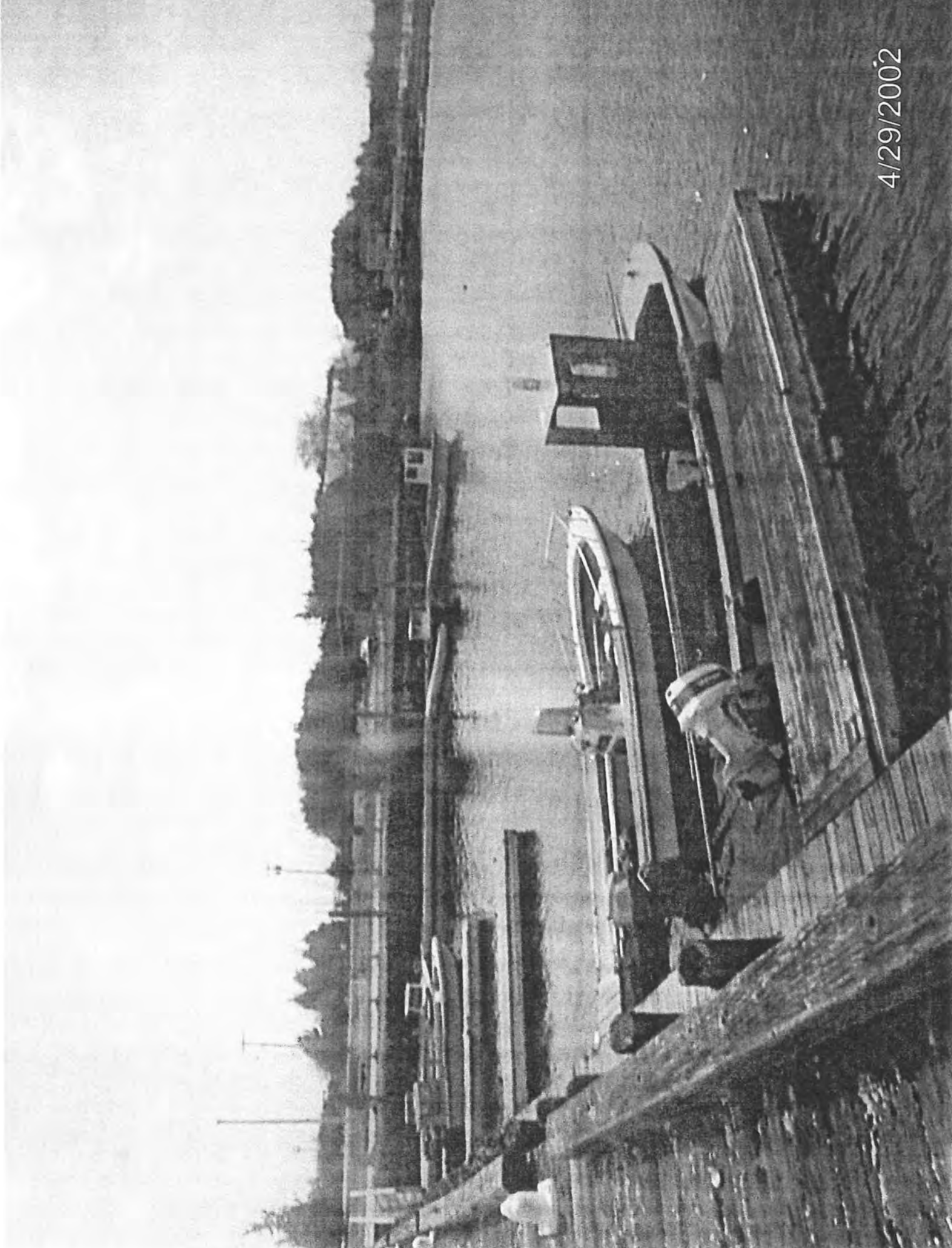
Plat 194, Lot 5
United States of America
c/o Rhode Island Economic
Development Corporation
1330 Davisville Road
North Kingstown, RI 02852

✓ Plat 193, Lot 4
Rhode Island Port Authority
c/o Rhode Island Economic
Development Corporation
1330 Davisville Road
North Kingstown, RI 02852

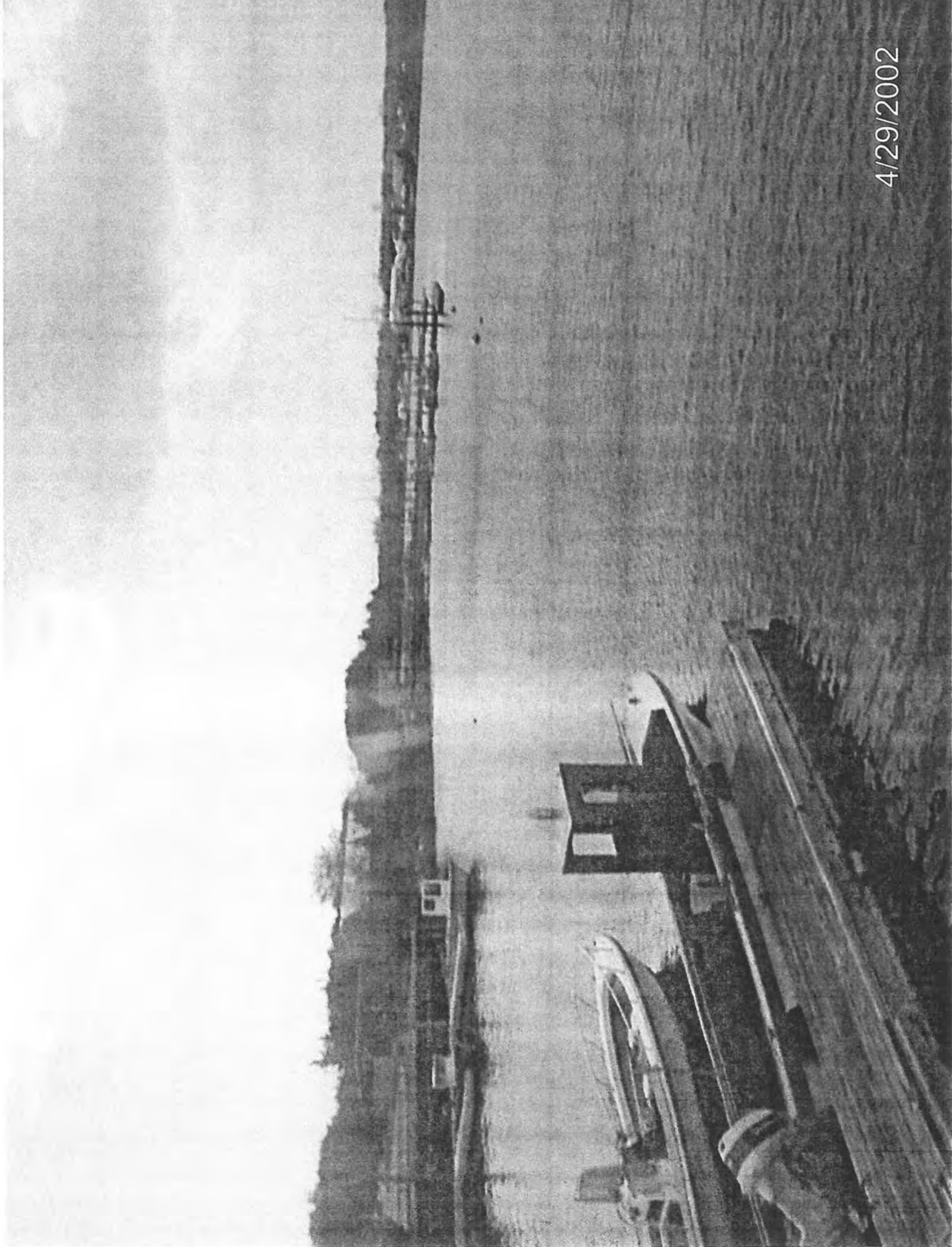
✓ Plat 193, Lot 8
Rhode Island Mooring Services
15 Patrol Road
North Kingstown, RI 02852



5/15/2002



4/29/2002



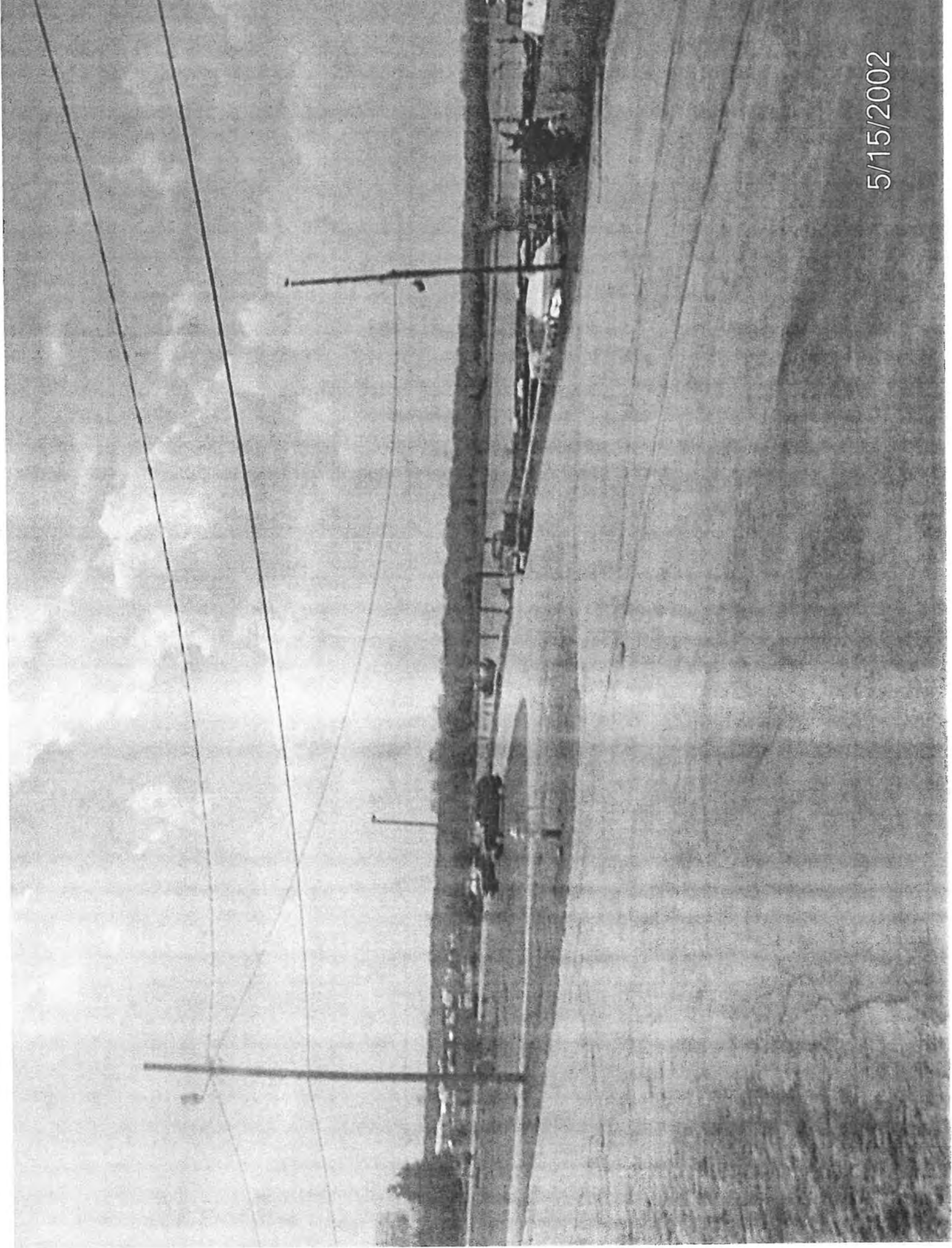
4/29/2002



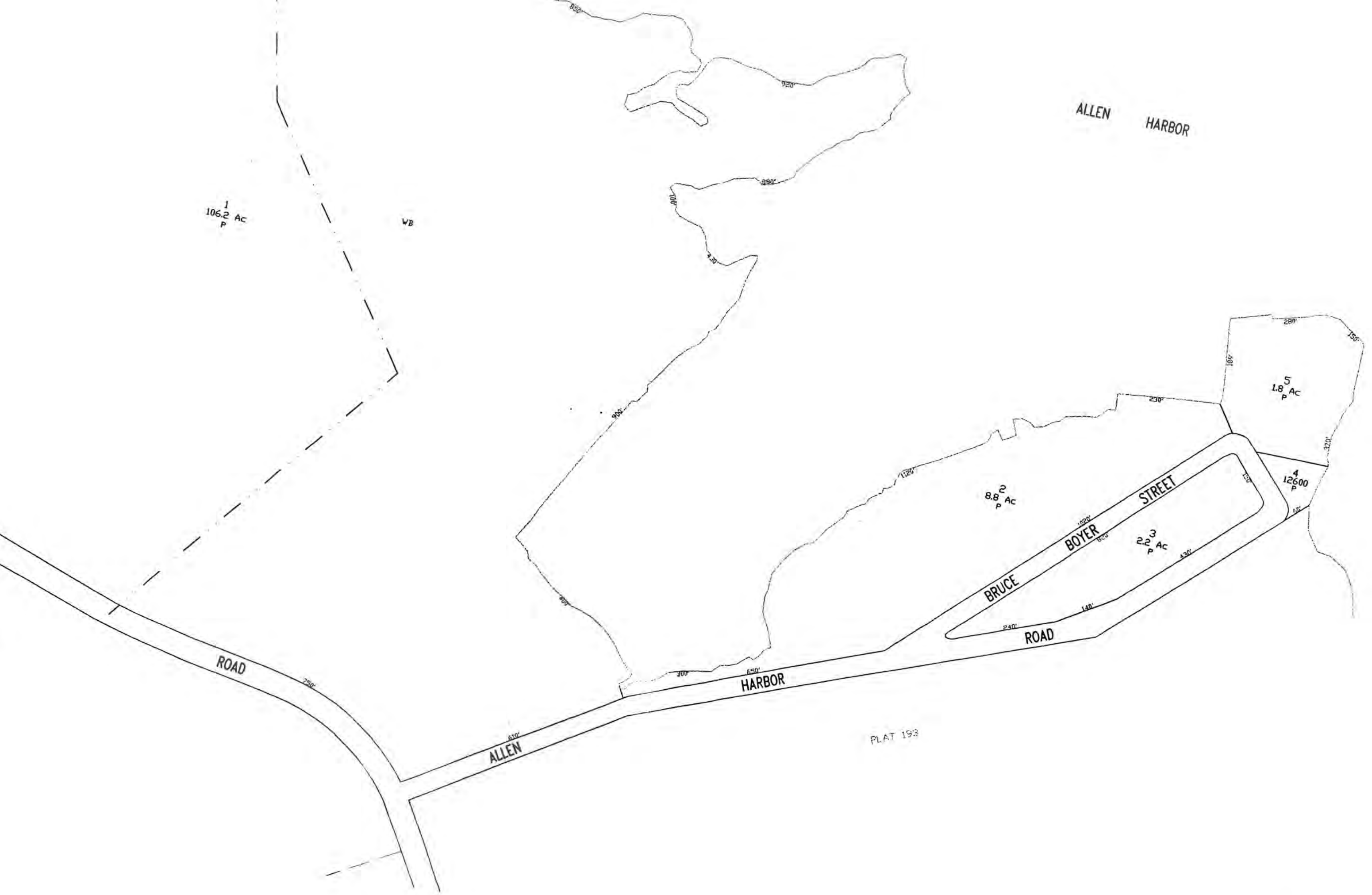
5/15/2002



5/15/2002



5/15/2002



1
106.2 AC
P

WB

ALLEN HARBOR

5
1.8 AC
P

2
8.8 AC
P

4
12600
P

3
2.2 AC
P

ROAD

ALLEN

HARBOR

BRUCE

ROAD

BOYER

STREET

PLAT 193



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